



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

basis of these decisions the writer of a note in 10 MICH. L. REV. 315 formulated the propositions that the new "offer must be one to mitigate and not to substitute; it must be unconditional and not conditional, and lastly, must be without abandonment of waiver." He hazarded further that "A fourth essential might well be inferred from the whole case, and that is that the offer must be beneficial in order to make its acceptance necessary." The trouble with all these refinements is that in every case the question is still one of fact as to which of these two sets of antinomic words applies. Finally, the writer of the note in 16 MICH. L. REV. 536 suggests that all these forced distinctions between words should be abandoned, and that "The sole question should be: Is it reasonable under all the circumstances that the new offer should be accepted?" This is apparently an anticipation of the conclusion in our instant case.

DOWER IN EQUITABLE ESTATES.—D's husband during coverture contracted to purchase land from P and paid \$900 on the contract. The contract was assigned to X and D did not join in the assignment. In a suit to foreclose by P, D claims a dower interest as against X in the surplus. *Held*, D not entitled to dower in equitable estate not owned by her husband at the time of his death. *Corcorren v. Sharum* (Ark., 1920), 217 S. W. 803.

Prior decisions in Arkansas had established that the general statute providing that a widow should be endowed of all lands whereof her husband was seised of an estate of inheritance extended the right to dower to equitable as well as legal estates. *Kirby v. Vantrece*, 26 Ark. 368; *Spaulding v. Haley*, 101 Ark. 296. A similar statute has been held to be merely declaratory of the common law and that dower would only attach to legal estates. *Will of Prasser*, 140 Wis. 92. But the court in a later case decided that a full equitable title in realty with a right to be immediately clothed with the legal title is substantially a legal estate within the meaning of the dower statute. *Harley v. Harley*, 140 Wis. 282. So zealous indeed are the courts to extend the right of dower to equitable estates that one court at least has extended the common law rule without the aid of any statute. *Shoemaker v. Walker*, 2 Serg. and R. (Pa.), 554. In some states dower is limited by statute to the equitable estates of which the husband died seised. *Thompson v. Thompson*, 1 Jones, 430. But in other jurisdictions the same result has been reached by judicial decision. *Heed v. Ford*, 16 B. Mon. (Ky.) 114; *Bowie v. Berry*, 1 Md. Ch. Dec. 452; *Morse v. Thorsell*, 78 Ill. 600; *McRae v. McRae*, 78 Md. 270. But see *James v. Upton*, 96 Va. 296. While the former Arkansas cases may be supported by interpreting the words estates of inheritance as meaning either in law or in equity, the principal case has read into the statute a limitation of dower in equitable estates which they refuse to apply to dower in legal estates, a doctrine certainly not warranted by the words of the statute.

EQUITABLE PROTECTION OF EASEMENTS—BALANCE OF CONVENIENCE.—Plaintiff owns a city lot upon which formerly stood an old house in the cellar of which was an excellent well. Defendant owns an adjoining lot on which is his residence, which was formerly connected by an underground pipe with